

CLERK, U.S. BANKRUPTCY COURT
DISTRICT OF OREGON

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DANIEL YBARRA
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February 10, 2024

U.S. Bankruptcy Court
District of Oregon
405 E 8th Ave #2600
Eugene, OR 97401

Re: Case No. 23-62260-dwh11, Van's Aircraft, Inc., Objection to rejecting certain customer contracts.

To the Clerk of the Court/whom it may concern,

As a private party with no experience in U.S. Bankruptcy Court proceedings, I submit this letter of objection with hope the Court will consider it.

I am a Van's customer having ordered one each RV-10 QB Wing kit and QB Fuselage kit on November 22, 2021, and the Finish kit on February 20, 2022. These kits were all PAID IN FULL on June 9, June 26, and June 2, 2023 respectively.

From the beginning of the bankruptcy process, Van's has stated they are seeking to cancel/reject certain contracts wherein they had received deposits for aircraft kits. I am in that group even though I do not simply have a deposit, but, as stated above, my kits have been paid in full since June of 2023.

I object to Van's request to reject kits contracts as proposed. There is a clear difference between customers who have simply made a deposit and those who have paid in full. I ask the court to recognize the difference and direct Van's to honor the previously agreed upon prices for customers like me, who in good faith, paid in full and were then put on hold by Van's when the only action left in the transaction was for them to deliver the product.

It is my belief that Van's was acting cautiously in light of the uncertainty of the laser cut part analysis, but especially now that they have concluded those parts are safe, Van's should complete the transaction without the penalty of a price increase.

The original purchase price for my kits was \$65,881, and now Van's is seeking an additional \$38,019, for a new total of \$103,900. I have already agreed to this in the Van's portal despite the financial hardship it created. Van's asking for 58% more when they withheld my purchase for six month after full payment cannot be found fair or reasonable by any legal or common sense standard. In fact, to demand such an exorbitant increase from those of us who were paid in full months ago smacks of an opportunistic money grab. In the totality of Van's business, character, and reputation, I believe they can and should follow through with customers like me by honoring the original terms of our agreement. I pray the courts will help them consider this.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel T Ybarra".

Daniel T Ybarra